

CHILD WELFARE SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES AND

Caring People of Sudan

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Caring People of Sudan 6818 Grover Street #107 Omaha NE 68106** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide child welfare services for children and families of the State of Nebraska.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from July 1, 2013 until October 31, 2013.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Ninety (90) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. DHHS shall pay the Contractor a maximum amount not to exceed **\$50,000.00** for the services specified herein.
- B. Payment will be made for service as authorized by DHHS through the NFOCUS System. All service costs are included in the established rate for each service. No additional costs will be billed to or paid by DHHS, except as specifically stated within the attachment(s). DHHS shall offset overpaid amounts by withholding or reducing future payments.
- C. This contract does not guarantee that DHHS shall request the services. No minimum number of authorizations for services shall be completed by DHHS.
- D. Payment shall be made in compliance with the Nebraska Prompt Payment Act. NEB. REV. STAT. 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means. DHHS shall withhold payment until required reports are received.

- E. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges will be submitted under the terms of this contract.
- F. The Contractor shall not accept payment from the family of the youth under the terms of this Contract unless an established part of DHHS's case plan includes a fee for services.
- G. The Contractor shall submit a bill with all necessary documents to DHHS within ninety (90) days of the provision of service. Any bills submitted for payment more than a year from the date of service shall not be paid under the terms of this contract.

III. SCOPE OF SERVICES

- A. The Contractor shall provide the following service as described in the attachments dated July 1, 2013:

Family Support Service,
Parenting Skill Development and Visitation and
Tracker.

- B. ADMINISTRATIVE STANDARDS. The Contractor agrees that DHHS has the final authority in all decisions pertaining to child welfare services. The Contractor agrees to begin services upon effective date of this contract. The Contractor shall recruit, train and supervise staff to perform the services. The Contractor shall assure the safety and well-being of the children and families in the Contractor's care.

- C. STAFF BACKGROUND CHECKS.

- 1. The Contractor shall conduct background checks on any employees, interns, volunteers, or subcontractors who may have direct unsupervised contact with children. An initial background check will be conducted prior to any unsupervised contact with children, followed by a background check every two years thereafter.

Background checks must include:

- a. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
 - b. Nebraska Child Abuse and Neglect Central Register; and
 - c. Nebraska Adult Abuse and Neglect Central Register.

- D. TRANSPORTATION.

- 1. All staff providing transportation services to children and families shall:
 - a. Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency;
 - b. Adhere to 474 NAC 5-018.06D1 Driver Standards and
 - c. Provide transportation, not solely, but in conjunction with the provision of services and pursuit of outcomes as outlined in the Provider Service Referral or Visitation Plan. The Contractor shall provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes.

E. REQUIRED REPORTS.

- a. The Contractor must submit a written summary report to the designated DHHS staff person no later than the 15th day of the month following the provision of services.
 - i. The monthly report should include results of services provided.
 - ii. The Contractor agrees to provide additional reports upon request by DHHS for court appearances or other special purposes.
 - iii. The reports must be in a format approved by DHHS. These reports can be sent electronically by secure email. Signed originals must be available if requested by DHHS.
- b. Caregiver Notification: The Contractor shall report (verbally) to the youth's caregivers if the results of drug screen testing, intervention or therapeutic visit, may impact the youth's subsequent mood, behavior, or safety.
- c. No Show Notification: The Contractor shall notify (verbally) DHHS of any "no show or fail to return" within two (2) hours.

F. INSURANCE.

1. The Contractor shall maintain the following types of insurance, or a self-insurance program, in the following amounts, for the duties performed under this contract:
 - a. General Liability
General Aggregate \$2,000,000
Bodily Injury/Property Damage \$1,000,000 per occurrence
 - b. Workers Compensation As required by statute
 - c. Automobile Liability
Bodily Injury/Property Damage \$1,000,000 per occurrence
 - d. Umbrella/Excess Liability
Over Primary Insurance \$1,000,000 per occurrence
2. The Contractor shall provide DHHS a certificate of insurance coverage with the above requirements along with the Contractor's signature. Notice of cancellation of this insurance must be submitted immediately to DHHS along with evidence that Contractor has obtained replacement coverage for the cancelled policy to ensure that there is no break in coverage.

- G. RESULTS BASED ACCOUNTABILITY. The Contractor agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of the Division of Children and Families' Results Based Accountability initiative.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
 2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
 3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
 5. The above provisions shall survive termination of this contract.
- B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.

- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate this contract, in whole or in part, if the Contractor fails to perform its obligations under this contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or this contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Y. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

Z. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract. This provision shall survive termination of the contract.

AA. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

BB. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

CC. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

Sara Goscha

DHHS

P.O. Box 95026

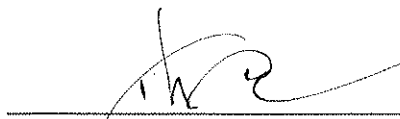
Lincoln Nebraska 68509

FOR CONTRACTOR:

Malakal Goak
Executive Director
Caring People Sudan
6818 Grover St. #107
Omaha, NE 68106

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

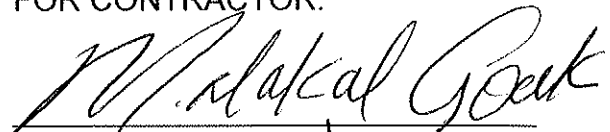


Thomas D. Pristow, Director
Division of Children and Family Services
Department of Health and Human Services

DATE:

July 1, 2013

FOR CONTRACTOR:


Executive Director

DATE:

6/20/2013

Service	Family Support Service
Definition	Family Support Service – delivered by a trained professional in the family home or community based setting. Provides professional assistance, coaching, and role modeling for parents or caretakers. Designed to enhance parenting skills, improve family functioning, stabilize family environment, and identify formal and informal supports for the family.
Target Population	This service is available to any family working with DHHS.
Length of Service	30 to 90 days, this service can be reauthorized if continued service is needed.
Staff Credentials	Agency staff providing family support shall have a minimum of a Bachelor's Degree in Human Services preferred or related field. Exceptions can be granted by the Service Area Administrator.
Established Rate	<ol style="list-style-type: none"> 1. DHHS shall pay the Contractor \$47.00 per hour for direct, (face to face) contact time with the youth and family utilizing Family Support Services. 2. Pre-approval by DHHS must be obtained if more than one staff will be needed to work with a larger family. 3. DHHS shall pay the Contractor \$25.00 per hour for travel from the provider's home or office, whichever is closest in proximity to the client. 4. All other service costs are included in the established rate for each service. No additional costs for report writing, phone calls, or meetings when family members are not present will be paid by DHHS. If attendance at family team meetings is requested by DHHS the Contractor can bill for services at the established hourly rate.

Service	Parenting Skill Development and Visitation
Definition	<p>Parenting Skill Development – during visits between a child/youth and parent, trained staff shall teach, coach, and role model appropriate parenting skills and activities. This applies to all types of visitation listed below.</p> <p>Supervised Visitation – visits between a child/youth and parent which require line of site supervision and in proximity to hear the interactions of the visit by a trained staff who will intervene if child safety is compromised.</p> <p>Semi-Supervised Visitation – visits between a child/youth and</p>

	<p>parent which requires monitoring of the visit by trained staff who will intervene if child safety is compromised. This monitoring will vary based on the length of the visit and the individual visitation plan developed with the family.</p> <p>Drop-ins – provides for a trained staff person to check in on the family unannounced to assess for safety of a child/youth and intervene if child safety is compromised.</p>
Target Population	This service is available to any family who is working with DHHS.
Length of Service	As long as a safety threat exists.
Staff Credentials	Agency staff providing parenting skill development and any level of visitation supervision shall have a minimum of a Bachelor's Degree in Human Services preferred or related field. Exceptions can be granted by the Service Area Administrator.
Established Rate	<ol style="list-style-type: none"> 1. DHHS shall pay the Contractor \$47.00 per hour for direct, (face to face) contact time with the youth and family utilizing Parenting Skills Services. 2. Pre-approval by DHHS must be obtained if more than one staff will be needed to work with a larger family. 3. DHHS shall pay the Contractor \$25.00 per hour for travel from the provider's home or office, whichever is closest in proximity to the client. 4. DHHS shall pay the Contractor for partial hours according to the following schedule: <ol style="list-style-type: none"> a) 0-15 minutes - .25 hour b) 16-30 minutes - .50 hour c) 31-45 minutes - .75 hour d) 46-60 minutes – 1.00 hour

Service	Tracker
Definition	Tracker Service - provided to youth living in a community based setting. Trained staff monitor, support, and supervise youth in the community through face- to- face meetings, telephone calls, and collateral contacts with other adults (parents, teachers, etc.). Violations of curfew, school attendance, or conditions of liberty will be reported to case manager.
Target Population	Youth adjudicated as a delinquent or status offender.
Length of Service	90 days. Additional referral time requires supervisory approval.